



**Board of Riley County
Commissioners
Regular Meeting
Agenda
February 25, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Sign a Tax Roll Correction
4. Highway Use Permit, Larson Construction, Inc
5. Proposed Regional River/Trail - Flint Hills Regional Council grant application and letter of commitment
6. Sign Riley County Personnel Action Form(s)
7. Approve payroll/accounts payables (when completed)

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Feb 22, 2021 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

Barry Wilkerson, County Attorney

11. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

12. Administrative Work Session
13. Executive session to discuss a personnel matter involving non-elected personnel

9:35 AM

Kevin Howser, IT/GIS Director

- 14. IT/GIS Staff Update - February 2021
- 15. 2020 Sanborn Orthogonal Flight - Bond Release

9:50 AM Amanda Smeller, Planning/Special Projects Director

- 16. Howie's Recycling Contract

10:00 AM Shelly Williams, Community Corrections Director (Zoom)

- 17. Staff Update

10:15 AM Amanda Smeller, Planning/Special Projects Director

- 18. NG911 Committee presentation

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



COUNTY CLERK & ELECTIONS
Tax Roll Correction

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist
MEETING: February 25, 2021
SUBJECT: Sign a Tax Roll Correction
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- LMUIR_CHGORDER (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2021/02/22 14:33:49

Taxpayer ID ADAM0085
Owner ID ADAM0085Control # 2021000128Tax Year 2019Tract # 166003ADAMS, SHERI A
TRUST
220 FORDHAM RDCAMA # 216-14-0-40-12-018-00-0-01TU 2 Manhattan City
Parcel 58620
USD 383HEATHER HTS
PT LOT 3; PT LOT 1

MANHATTAN, KS 66503-3034

APPRAISER SECTION (Value)

2021/02/22 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	41660	654740	696400
—	—	—	—
—	—	—	—
—	—	—	—
Total	41660	654740	696400
Assessed Prior to Correction:			
RU	4791	75295	80086
—	—	—	—
—	—	—	—
—	—	—	—
Total	4791	75295	80086
SB41	2300		

Appraised After Correction:

CL	Land	Imp	Total
RU	41660	588380	630040
—	—	—	—
—	—	—	—
—	—	—	—
Total	41660	588380	630040
Assessed After Correction:			
RU	4791	67664	72455
—	—	—	—
—	—	—	—
—	—	—	—
Total	4791	67664	72455
SB41	2300		

Net Change
66360-66360-
Net Change
7631-Total
SB41 7631-

CLERK SECTION (Tax)

2021/02/22 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 156.51000	Gen Tax	12534.26
	SB41 \$	46.00
SB41 Tax Dollars		12488.26

Tax After Correction:

Levy 156.51000	Gen Tax	11339.94
	SB41 \$	46.00
SB41 Tax Dollars		11293.94

Net Change
1194.32-
1194.32-

TREASURER SECTION (Summary)

Net Change in Assessed Value

(no SB41 influence)	7631-
Applicable Mill Levy	156.51000
Net Change in Levied Tax Dollars	1194.32-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 2.00%

Tax Statement # 85

Comments PUP adjustment per Appraiser

Net Change in Total Tax Dollars

=====
1194.32-
=====

Owner ADAM0085
ADAMS, SHERI ABy order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____



PUBLIC WORKS
Permit

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant
MEETING: February 25, 2021
SUBJECT: Highway Use Permit, Larson Construction, Inc
PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Larson Construction, Inc. is requesting permission to work in the right of way to install water meter and service from main line for 6014 Tuttle Terrace.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Larson Construction, Inc permission to complete the work as outlined in the Permit.

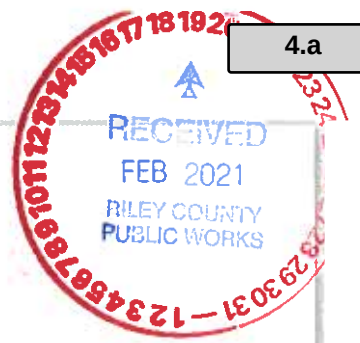
Enclosures:

- 02.19.21-Larson_Tuttle Terr (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas



LARSON CONST. INC. WATER METER INSTALL
 Applicant Name Type of Construction
2616 EUREKA TERR. MANHATTAN KS 66503
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to Install meter and service from main for 6014 Tuttle Terrace
 along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards for said construction.

A \$100 Application Fee and a detailed map of location (include an aerial when possible) are required.

In support of its application, the Applicant states it is in the best interest of the residents of Riley County to allow construction of said facility. In addition, Applicant agrees as follows:

- Facility shall be installed in conformance with all items on approved plans, pertinent national codes/standards and the Riley County Highway Use Permit Requirements and Procedures. Any request for variance shall be an addendum to this application. Any utility sharing facilities with another entity is required to obtain a separate Highway Use Permit for their installation.
- A refundable deposit as specified in the Riley County Highway Use Permit Requirements and Procedures, made payable to Riley County, Kansas, shall accompany this application to guarantee satisfactory performance of the conditions of this permit.
- The County Engineer and/or the Township Trustee shall have the authority to require any needed repairs resulting from such construction in the road right-of-way for a period of one year from date of completed construction.
- In the event of road improvement or maintenance within the right-of-way, the applicant or its assigns will be responsible for the relocation of the facility at no cost to Riley County or the Township.
- Applicant shall notify the County Engineer at least 2 business days prior to the beginning of construction and upon completion of construction at 785-537-6330.
- It is understood, the work shall commence within three (3) months of the permit approval and be completed within thirty (30) days of the estimated duration of construction otherwise, the permit becomes null and void, unless an extension of time is approved.
- Applicant further represents it shall comply with and abide by any rule, regulation or condition of the permit made by the County Engineer and/or the Township Trustee.

Submitted by: [Signature] 2/19/21
 Submitter's signature Date
DUSTY HELLER PM
 Printed Name & Title
785-766-8171 LARSON CONST. INC.
 Submitter's Telephone Number Contractor Name
dhellerc.larson@gmail.com 785-537-0160
 Submitter's Email Address Contractor Telephone Number
3/01/21 30 DAYS
 Proposed Date of Construction Estimated Duration of Construction

RECOMMENDED BY: [Signature]
 Riley County Engineer

Permit granted this _____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

Chairperson

Page 1 of 2

OFFICE USE ONLY:

Application Fee: \$100.00 cc
 \$1,000 Deposit wa Bond ☒ Letter ☐
 Receipt No. 012505 Date: 2-19-21
 Signature: [Signature]

Attachment: 02.19.21-Larson_Tuttle Terr (10574 : Highway Use Permit)



PLANNING & DEVELOPMENT
Letter of Support

Amanda Smeller
Planning/Special Projects
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director

MEETING: February 25, 2021

SUBJECT: Proposed Regional River/Trail - Flint Hills Regional Council grant application and letter of commitment

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND

On February 22, 2021, the Board of County Commissioners passed a motion to provide a letter of commitment to the Flint Hills Regional Council's application for the National Park Service Rivers, Trails, and Conservation Assistance Program for a proposed regional river/trail project. The application deadline is March 1, 2021.

RECOMMENDATION

Staff recommends the Board of County Commissioners sign the attached letter of commitment.

Enclosures:

- 02-25-21 Letter of Commitment (DOC)



Board of County Commissioners

110 Courthouse Plaza
Manhattan, KS 66502-0109
Phone: 785-537-6300
Fax: 785-537-6394

February 25, 2021

David Thomson
Program Manager
National Park Service

RE: Riley County letter of commitment for Flint Hills Regional Council's National Park Service Rivers, Trails & Conservation Assistance Program application

Dear Mr. Thomson:

Riley County is in full support of the National Park Service Rivers, Trails, and Conservation Assistance Program application the Flint Hills Regional Council intends to submit for the proposed regional river/trail project (extending from Milford Lake/Junction City to Wamego). We have been a member of the Flint Hills Regional Council since its inception in 2010 and strongly believe regional collaboration is key to a successful planning process.

Part of the proposed river trail will be within unincorporated Riley County and will afford residents and visitors alike an excellent opportunity for social and recreational activities in and along the river. These opportunities help improve overall quality of life and provide more options for residents to lead healthy lifestyles. There will also be increased economic activity within our community as people come to shop, dine, and play in our region. This area is also prone to flooding, and any improvements could be designed in a way that boost resiliency to protect from the loss of life and property.

River improvements were identified as the top priority for quality of life through the Manhattan/Riley County Quality of Place Work Group discussions from 2018-2020 with trail improvements as a high priority as well. Initial concepts for this river/trail proposed project were identified in the Regional Connections Plan, developed by the Flint Hills Metropolitan Planning Organization, and the region is ready to take this to the next step.

The goal of this proposed project is to pull all stakeholders together to develop a regional concept plan so that each jurisdiction has the necessary information to identify potential funding strategies and, when opportunities present themselves, to be able to move forward with implementation if and when each jurisdiction deems it feasible.

Attachment: 02-25-21 Letter of Commitment (10575 : Proposed Regional River/Trail project - letter of commitment/support)

Riley County is committed to serving as a partner on this proposed project, and participating in the visioning and planning process to develop a regional concept plan to further identify what improvements may be possible. We are also interested in seeking out and/or supporting grant funding opportunities to move desired project components forward if and when deemed feasible by Riley County.

Please let us know if you have any questions related to our role and level of support for this project. Thank you.

Sincerely,

John Ford, Chairman

Greg McKinley, Commissioner

Kathryn Focke, Commissioner



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: February 25, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-02 C Ballou Cust Serv Rep II (green) (PDF)
- 2021-02 A Parrick Contact Tracer (green) (PDF)
- 2021-02 R Cox EM Planner (green) (PDF)
- 2021-02 S German Contact Tracer (green) (PDF)
- 2021-02 T Lare Child Care Surveyor (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date 2/18/2021
☐ Change		Employee #

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☒ Full Time	☒ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Ballou	Caitlin		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Customer Service Rep I	Treasurer	001-007
Position Title	Department	Fund

03/08/21	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

F	01	\$14.69	☒ Hour	\$	☐ Month	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

Original to Division of Human Resources; copy to Payroll, hiring department, revised 2/27/03

Attachment: 2021-02 C Ballou Cust Serv Rep II (green) (10572 : Personnel Action Form (Green Sheet))

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date 2/12/21
☐ Change		Employee #

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☒ Temporary

Parrick	Annie		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid-19 Contact Tracer	HD	030-0400-0337
Position Title	Department	Fund

2/17/21	☐ Exempt	☒ Non-Exempt	Covid response	☐ Yes	☒ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

B	09	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☒ up to 40
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

Original to Division of Human Resources, copy to Payroll, hiring department; revised 2/27/03

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date 2/18/2021
☒ Change		Employee #

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☒ Regular	☐ As-Needed	☐ Seasonal
☒ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Cox	Robert		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Emerg Man Planner	EM	001-010
Position Title	Department	Fund

2/26/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

H	03	\$17.35	☒ Hour	\$	☐ Month	☐ 40	☒ up to 20
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

Original to Division of Human Resources, copy to Payroll, hiring department, revised 2/27/03

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	2/17/21
☐ Change		Employee #	

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☒ Temporary

German	Skylar		
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Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Covid-19 Contact Tracer	HD	030-0400-0337
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Position Title Department Fund

2/22/21	☐	☒	Covid response	☐ Yes	☒ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

B	09	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☒ up to 40
---	----	---------	--	----	--------------------------------	-----------------------------	--

Grade/Step Pay Rate Hours Per Workweek

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	2/18/2021
☒ Change		Employee #	

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☒ Full Time	☒ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Lare	Tarica		
------	--------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Child Care Surveyor	HD	030-420
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Position Title Department Fund

2/26/2021	☒	☐		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

L	02	\$20.37	☒ Hour	\$	☐ Month	☒ 40	☐
---	----	---------	--	----	--------------------------------	--	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Comments:

Approvals:

Department: [Signature] Date: 2-22-21

Personnel: [Signature] 2/22/21

BOCC:

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 01, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Break

9:30 AM

Press Conference

2. RCPD - RCPD update (3-5 minutes)
3. Downtown Manhattan - Gina Scroggs (3-5 minutes)
4. Severe Weather Awareness Week in Kansas - Laurie Harrison (3 minutes)

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 03-01-21 tentative agenda (10426 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 04, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Craig Cox, Deputy County Counselor

1. aTa Bus extended parking lot lease

9:30 AM

Greg McHenry, Appraiser

2. Staff update

9:50 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

3. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 03-04-21 tentative agenda (10426 : Tentative Agenda)



IT/GIS
Staff Update

Kevin Howser
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

STAFF REPORT

FROM: Kevin Howser
MEETING: February 25, 2021
SUBJECT: IT/GIS Staff Update - February 2021
PRESENTER: Kevin Howser

Commissioners,

The last month has been spent working on internal projects, as well as continued progress on department/countywide projects. Here are some highlights of the past month:

Information Technology (IT)

- Continued COVID 19 related work, including Splashtop remote access installs, assistance with Zoom and BOCC meetings, emergency Website updates, etc.
- Participation in new Countywide Radio system implementation - Complete.
- Coordinate installation of leased copiers to District Court, and retrieval of unused HP laser printers.
- Provide quotes for ATA Bus facility network switch expansion.
- Work with CASA on IT cabling/network needs that go with any remodel of the space.
- Work with RCHD, EMS, and GIS on ESRI Survey 123 Covid Vaccine registration, Vendor evaluation for a scheduling product, and distribution efforts.
- Work with Department Heads to determine work from home related software licensing needed in 2021/22.
- Investigating new fiber connection to RCPD, to allow for better network speed at a lower monthly cost.
- Continue to work with new PIO on review/update of social media and website related processes, Twitter, etc.

- Work with Komtek to train internal resource to respond to simpler application related requests such as printing, permissions, etc.
- Engage vendor to assist with tweaking/optimization of Email Security Appliance.
- Continue review of Microsoft Office upgrade strategy, which was delayed by Covid - needs to be done in 2021 on a departmental basis, with the least possible disruption.
- Completed monthly transfer of SVQs & Deeds to the State, the transfer of City Specials to Komtek/Newlook, and various customer requested phone programming changes.
- Perform ongoing Website Posting and Social Media administration duties.
- Ongoing account activation/deactivation, answering of help desk calls, Komtek/AS400 backups, resolution of user issues, swap of older/replacement of failed equipment, etc.

Geographic Information Systems (GIS)

- Continue working on the annual Boundary and Annexation Survey (BAS) with the Planning and Development department.
- Extensive work with RCHD, EMS, and IT assisting with Covid related items, including Survey123 development, Dashboard metrics/reporting, patient notices, and scheduling.
- Created Historic Gov't Lots GIS layer, which will be used for historic legal descriptions that reference government lots that have since been platted into subdivisions.
- Created traffic routing maps for Emergency Management use with the CICO park vaccine clinics.
- Continued work on 1909 App that will be the companion to the 1881 Standard Atlas app currently available on Public Map gallery.
- Work with NPGS on potential better way to backup ArcGIS Online data - in process.
- Geocoded list of prospective Homebound vaccine recipients, created App of addresses, and grouped recipients for EMS to vaccinate in a geographically efficient manner.
- Continue daily Covid dashboard updates of RCHD internal dashboard/public response data, with interactive charts/graphs for testing and percent positive, etc.
- Passed NG911 monthly data submissions.
- Passed NG911 monthly data submissions.
- Misc. work orders; Lot of Record, Ag Use changes, Zoning updates, etc.

**Signed,
Kevin Howser**

Enclosures:



IT/GIS
Contract

Kevin Howser
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

COMMISSION AGENDA REPORT

FROM: Kevin Howser
MEETING: February 25, 2021
SUBJECT: 2020 Sanborn Orthogonal Flight - Bond Release
PRESENTER: Kevin Howser

BACKGROUND

In 2020, Riley County and the City Of Manhattan entered into a contract with the Sanborn Map Company in order to conduct a Riley County flight to obtain County Orthogonal Imagery.

This flight was completed in 2020, in the manner called for in the contract, with no issues. All deliverables called for in the contract have been satisfactorily provided to both the County and the City. The contract called for a Bond expiration of 2/27/21, and subsequent Bond Release.

DISCUSSION

To determine if the BOCC will allow the IT/GIS Director to sign and return to the Sanborn Map company the Bond Release, as requested by Sanborn on 2/4/21 (below):

Our project has a Bond expiration date of 2/27/2021. A Bond release must be obtained from the customer to provide to the Surety. To assist in the Bond release, attached please find the Bond Release Template for the 312020316 Riley County, KS contract for you. **The customer must place the exact text, including the current date, onto their own letterhead, and have a binding official sign; providing us with a scanned original for the Surety.**

FISCAL IMPACT

The entire cost of the 2020 Sanborn Orthogonal flight has been paid to the Vendor.

RECOMMENDATION(S)

The IT/GIS Director and staff recommend that the BOCC approve the IT/GIS Director sign and submit the Sanborn Bond Release.

POSSIBLE MOTION(S)

1. Allow IT/GIS to proceed with the Bond Release.
2. Disallow IT/GIS to proceed with the Bond Release.
3. Table the decision for more discussion at a later time.

Enclosures:

- Riley County KS Bond Release Template (PDF)

Obligee Letterhead

February 23, 2021

RELEASE

Westchester Fire Insurance Company issued a Performance Bond (Bond No. K09640757) in the amount of One Hundred Ninety-five Thousand Six Hundred Eighty-one Dollars And Zero Cents \$195,681.00, (the "Bond") at the request of The Sanborn Map Company, Inc., as Principal, for the benefit of Riley County, Kansas, as obligee ("Obligee").

Obligee hereby fully and unconditionally discharges and releases the Bond and releases - Westchester Fire Insurance Company, its parents, affiliates and subsidiaries ("Westchester") from any and all past, present and future liability under said Bond. Contemporaneous with the execution of this Release the Bond is discharged and the Obligee shall return the original Bond to Westchester and Obligee hereby surrenders any and all rights associated with the Bond. The undersigned warrants that he or she has the authority to execute this Release on behalf of the Obligee and to bind the Obligee hereunder.

Signed by officer with requisite authority to sign on Obligee's behalf

Attachment: Riley County KS Bond Release Template (10579 : Sanborn 2020 Bond Release)



PLANNING & DEVELOPMENT
Contract

Amanda Smeller
Planning/Special Projects
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director
MEETING: February 25, 2021
SUBJECT: Howie's Recycling Contract
PRESENTER: Amanda Smeller, Planning Director

BACKGROUND

Riley County has had a contract with Howie's Recycling Inc. to provide County recycling services since February 2016. The contract has now expired. Attached is an updated contract with the same provisions that will be valid through February 2026.

FISCAL IMPACT

The contract is for \$15,000.

RECOMMENDATION

Staff recommends the Board of County Commissioners sign the new contract.

POSSIBLE MOTIONS

Move to approve and sign recycling services contract with Howie's Recycling Inc.

Enclosures:

- Howies.Recycling.K.2-23-21 (DOCX)

CONTRACT FOR RECYCLING SERVICES

THIS AGREEMENT is made this ____ day of February, 2021, between the Board of Commissioners of Riley County, Kansas, with principal offices at 110 Courthouse Plaza, Manhattan, Kansas (“County”), and Howie’s Recycling, Inc. (“Contractor”).

RECITALS

County desires to encourage and to provide an opportunity for county residents to recycle certain recyclable solid waste (“Recyclables”) that are not profitable for a private company to recycle at this time. Recyclables, for purposes of this contract, shall include plastic containers (HDPE and PET, hereinafter referred to as “Plastics”); glass food and beverage containers (brown, green and clear) and steel food and beverage cans. Recycling of these materials shall include processing and transportation to a reprocessing or re-manufacturing facility approved by County. Contractor is able and wants to provide the services needed by County. The parties, in consideration of the mutual obligations set forth in this document, agree to the following:

A. DISPOSAL OF RECYCLABLES

1. Scope of Work. Contractor agrees to take all Recyclables, as defined above, generated within the jurisdiction of County (or area for which County has accepted responsibility) which meet market specifications for recycling. Contractor shall dispose of the Recyclables by selling to recyclers of his choice. Contractor is prohibited from disposing of such material at the Riley County Transfer Station or other solid waste disposal facility. The disposal process shall comply with all applicable federal, state and local laws, ordinances, resolutions, specifications and regulations.

2. Compensation. Compensation shall be up to \$15,000 per calendar year based on the previous year’s Net Income Statement for the Recycling of Glass, Steel Cans and Plastic (an example form is attached to this contract). The said statement must demonstrate a net loss to Contractor for the recycling of one or more of these materials. But the Contractor shall dispose of all recyclables as provided in paragraph 1, above, and as defined under “Recitals,” above. The Contractor shall be compensated an amount equal to the net loss indicated on the form up to a maximum amount of \$15,000 per calendar year. Contractor shall have the option of completing the Net Income Statement for one or more of the recyclable materials if he so chooses. The compensation payment will be made upon completion of the following two requirements:

- a. Contractor shall submit a complete Annual Recycling Report (example attached) by February 15, 2022 and each subsequent year for the term of this agreement; and
- b. Contractor shall submit a Net Income Statement for the Recycling of Glass, Steel Cans and Plastic (example attached) by February 15, 2022 that is signed by an independent accountant with a public accounting firm, and which demonstrates a net loss for the recycling of one or more of the said materials.

3. Contractor's Responsibility for Expenses.

a) Contractor shall furnish all labor, tools, and equipment necessary to recycle the Recyclables and shall be responsible for maintenance on all equipment. Contractor shall also construct and maintain at his expense any facilities, improvement, and buildings necessary to complete its obligations under this Contract.

b) Contractor agrees to pay normal and standard charges for all water, electrical power, natural gas, and phone service utilized in the disposal of Recyclables.

B. GENERAL PROVISIONS

1. No assignment of this Agreement or any right occurring under it shall be made in whole or part by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the liability of Contractor.

2. This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.

3. Title to all solid waste material shall vest in Contractor at the time it is deposited with the Contractor.

4. The failure of County at any time to require performance by Contractor of any provisions herein shall not be taken or held to be a waiver of any right to enforcement of any later performance failure.

5. All communications with County shall be directed to Amanda Smeller, Riley County Planning and Development Department, 110 Courthouse Plaza, Manhattan, Kansas, 66502. Communications with Contractor shall be to Greg Wilson, President, Howie's Recycling, Inc., 625 S. 10th, Manhattan, Kansas 66502.

6. A letter addressed and sent by certified United States mail to either party at its business address shown herein-above shall be sufficient notice whenever required for any purposes in this Agreement.

7. The parties intend that an independent contractor-owner relationship will be created by this Agreement. Contractor is not to be considered an agent or employee of County for any purpose, and the employees of Contractor are not entitled to any of the benefits County provides employees. It is further understood that Contractor is free to contract for similar services to be performed for other counties while under contract with County.

8. The work to be performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the daily care and upkeep of the equipment used in the performance of this Agreement. Contractor shall carry, for the duration of this Agreement, public liability insurance in an amount of One Million Dollars (\$1,000,000.00), with County shown as additional insured. Contractor agrees to indemnify

County for any and all liability, claims, demand or loss of any kind arising in any way out of any performance of this Agreement, except for the negligence of County.

9. County may terminate this Agreement at any time upon written notice in the event the operation is to be abandoned or indefinitely postponed because of Contractor's disability or death, or because services of Contractor are unsatisfactory. In the event of such termination, Contractor shall be paid for services rendered up to the time of the termination in accordance with payment provision of this Agreement.

In any event, either party may cancel this Agreement at any time, on sixty-(60) days written notice; otherwise, the Agreement will remain in force until February 28, 2022. The agreement shall automatically renew annually for like terms, not to exceed a period of four (4) years (terminating February 28, 2026, at the latest).

10. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties thereto.

11. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

12. This Agreement may be executed in any number of counterparts, all of which shall have the force and effect of an original for all purposes.

13. This Agreement shall be governed by the laws of the State of Kansas, both as to interpretation and performance.

14. This Agreement shall be binding on the heirs, administrators, successors and assigns of the parties.

Executed on the day and year first above written.

Greg Wilson
President
Howie's Recycling, Inc.

John Ford
Chairman
Board of Commissioners of
Riley County, Kansas

ATTEST:

Rich Vargo
Riley County Clerk

NET INCOME STATEMENT

TO: Riley County
FROM: Howie's Recycling

REPORTING PERIOD: January 1, 20____ to December 31, 20____

EXPENSE ITEM	DESCRIPTION	RECYCLED MATERIAL		
		GLASS	STEEL CANS	PLASTIC
Freight				
Supplies				
Repairs				
Labor				
Equipment Use				
TOTAL COST				
INCOME				
NET LOSS				
TOTAL NET LOSS				

CERTIFICATION:

I, the undersigned, as an independent accountant with a public accounting firm, do hereby certify I have examined the documentation used to calculate the above listed costs and I am satisfied the above report is a true and accurate statement of the costs associated with the recycling of the listed materials.

 Printed Accountant Name and Name of PA Firm

 Accountant Signature

 Date

ANNUAL RECYCLING REPORT

TO: RILEY COUNTY
FROM: HOWIE'S RECYCLING

REPORTING PERIOD: January 1, 20__ to December 31, 20__

MATERIAL	POUNDS RECYCLED	END MARKET FOR MATERIALS
Glass		
Steel Cans		
Plastic		
TOTAL		

CERTIFICATION:

I, the undersigned, as a duly authorized representative of Howie's Recycling, do certify that the above report is an accurate summary of how much and where the various materials were recycled within the reporting period and that the attached Bills of Lading provide documentation to support the summary.

 Howie's Representative

 Date

Attachment: Howies.Recycling.K.2-23-21 (10578 : Howie's Recycling Contract)

Attachment to “Contract” Between Riley County (hereinafter “County”), and Howie’s Recycling (hereinafter “Contractor”).

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ____ day of February 2021.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.

2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County’s objectives of this provision.

3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.

 - 3.2. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**
 - 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if

Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
 - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.
14. **PERSONNEL.**
- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**

- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

- 18.3. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.
19. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
20. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
21. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
22. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
23. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Name:

By: _____
John Ford, Chairman

Date

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Howies.Recycling.K.2-23-21 (10578 : Howie's Recycling Contract)



COMMUNITY CORRECTIONS
Staff Update

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

STAFF REPORT

FROM: Shelly Williams, Director, Riley County Community Corrections

MEETING: February 25, 2021

SUBJECT: Staff Update

PRESENTER: Shelly Williams, Director, Riley County Community Corrections

We received five electronic monitoring units, two strictly house arrest units, and three GPS units. A staff member has been designated as the point of contact for training and technical assistance, and are in the process of scheduling training.

We met with the new PIO and are also in the process of streamlining our messaging and communicating effectively to the public. Again, a staff member has been designated as the point of contact for social media purposes.

KDOC has been engaged in the development of a new database for juvenile and adult services with Microsoft Office which means we will have one database from the point of juvenile intake, post-prison. All staff will undergo training for the new system beginning March 1st. We are working on establishing access credentials w/ KDOC for on-call staff.

Staff received their first vaccination Wednesday, February 17th, as well as a majority of our Protective Homes. Once we complete the second vaccination and waiting period, we will transition all staff back to the office.

In other news, we will be advertising soon to hire new on-call officers, finalizing the contract with the Clay County Sheriff's Office for drug testing, writing 4+ grant applications all due by May 1st, and implementing Drug Court!

Enclosures:



PLANNING & DEVELOPMENT
Presentation

Amanda Smeller
Planning/Special Projects
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director
MEETING: February 25, 2021
SUBJECT: NG911 Committee presentation
PRESENTER: Amanda Smeller, Planning Director

BACKGROUND

Next Generation 911 (NG911) is a national movement to improve the provision of emergency response to individuals regardless of location. Implementation of NG911 requires the naming or renaming of private roads and the numbering or renumbering of business and residence addresses on said roads. The Riley County Board of County Commissioners created an NG911 committee made up of several staff members as well as implemented NG911 recommendations in a resolution approved on March 13, 2017.

Since this time, the County has successfully named and renamed as well as renumbered several private roads. The process to name and renumber a private road off of Anderson Road began in 2020 but stalled due to resident protest. The BOCC at the time ultimately did not support renumbering the homes on this road, so the committee decided not to go forward with naming the road if there wouldn't be subsequent renumbering. The committee decided to table this until the new BOCC members were seated.

In your packet, you will see there are general rules for addressing within Riley County. The GIS department handles all addressing and will now provide more information as to the process.

DISCUSSION

As stated above and outlined in the original resolution signed March 13, 2017 (Resolution No. 031317-13, attached), improving public safety is the goal of NG911 and the committee. There have been several occasions where emergency services were either unable to locate a home or went to the wrong home. This wastes valuable time and puts lives and property in further danger

depending on the nature of the emergency. Emergency Services will now provide examples of these situations.

Upon creation, the NG911 committee prepared a list of private roads within unincorporated Riley County and those property owners residing on said roads. They also prioritized this list. You can see the full process for contacting property owners and collecting input in the resolution. The County has successfully named, renamed, and renumbered several private roads in the last several years.

This is a contentious undertaking. There has been, and will likely continue to be, resistance to road and addressing changes. People do not want to change what has been in effect for many years. The committee again wants to stress that this is about public safety and ensuring emergency services can find and access any home within the County in an emergency situation. Public complaint is ultimately what caused the BOCC to not move forward with renumbering properties on the private road off of Anderson Road. With this in mind, the committee would like to understand if the current BOCC is in support of this cause and requests direction moving forward with the list of identified private roads.

FISCAL IMPACT

While the overall fiscal impact is unknown, it is anticipated that the costs of signs, notices of public hearings, and Register of Deeds filing fees will be paid from the 911 fund.

RECOMMENDATION(S)

The committee recommends the BOCC uphold Resolution 031317-13 and support the NG911 committee moving forward with naming/renaming/renumbering private roads in unincorporated Riley County.

POSSIBLE MOTION(S)

Move to support the NG911 committee moving forward with naming/renaming/renumbering private roads in unincorporated Riley County.

Move to not support the NG911 committee moving forward with naming/renaming/renumbering private roads in unincorporated Riley County.

Enclosures:

- Res# 031317-13 (PDF)
- GENERAL RULES OF ADDRESSING IN RILEY COUNTY (DOCX)
- ZeroLine (PDF)

RESOLUTION NO. 031317- 13

**RESOLUTION ESTABLISHING A POLICY
FOR THE NAMING OF EXISTING OR FUTURE PRIVATE ROADS
AND THE NUMBERING OR RENUMBERING OF EXISTING AND FUTURE
BUSINESS AND RESIDENCE ADDRESSES
IN THE UNINCORPORATED AREA OF RILEY COUNTY, KANSAS
TO IMPLEMENT NEXT GENERATION 9-1-1**

WHEREAS, the Board of Riley County Commissioners is authorized by K.S.A. 2016 Supp. 19-101a(a) and (b) to name any road or street and to number or renumber business and residence addresses outside the corporate limits of any city within Riley County, Kansas; because that power is not contrary to any act of the legislature; and

WHEREAS, a number of private roads exist in Riley County, private roads being defined as “A non-dedicated way which forms the principal vehicular access to two or more properties”; and

WHEREAS, it has been the historical policy of Riley County to discourage private roads for a variety of reasons; and

WHEREAS, Riley County amended the Riley County Subdivision Regulations in 2005 to prohibit private roads in the rural areas; and

WHEREAS, new private roads may only be established in Riley County as a lawful nonconforming use, pursuant to the existing terms of the Riley County Subdivision Regulations; and

WHEREAS, it is essential that an accurate address is available to emergency responders attempting to locate businesses and residences; and

WHEREAS, Next Generation 9-1-1 (hereinafter “NG911”) is a national movement to improve provision of emergency response to individuals regardless of location; and

WHEREAS, the implementation of NG911 requires the naming or renaming of private roads and the numbering or renumbering of business and residence addresses; and

WHEREAS, the Board of Riley County Commissioners has determined it would be in the best interest of the public to improve the ability of emergency responders to locate existing and future businesses and residences on existing or future private roads in the unincorporated area of Riley County by implementing NG911 recommendations.

NOW THEREFORE BE IT RESOLVED by the Board of Riley County Commissioners, whenever Riley County acts to name any existing private road and/or to number or renumber any existing or future business or residence address in the unincorporated area of Riley County, Kansas, such action shall be taken pursuant to the terms of the following policy.

A. PROCESS:

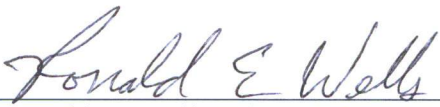
1. The Riley County Information Technology/Geographic Information Systems (IT/GIS) Department shall identify all existing private roads in the unincorporated area of Riley County, in accordance with NG911 requirements, and generate a listing of all adjacent property owners served by those private roads.
2. A NG911 Committee, consisting of the Emergency Management/Fire District Director, Historical Museum Director, County Counselor, Public Works Director, Planning & Development Director, Planning & Development Administrative Assistant, IT/GIS Director and IT/GIS Analyst shall oversee the process for naming any private road and the numbering or renumbering of any business or residence address. The Committee shall determine the timetable for implementation, the priorities for implementing the changes, and the procedures for recommending to the Board of Riley County Commissioners the names of private roads and the numbers of business and residence addresses to suggest to the property owners.
3. Once the Committee has determined how to proceed, Planning and Development shall provide all adjacent property owners involved in a particular situation a cover letter explaining the NG911 requirements and Riley County's intent to improve emergency response time to their property. The cover letter shall also notify those owners of Riley County's staff's decision to proceed with recommending to the Board of Riley County Commissioners that the Board name a private road and/or number or renumber their business or residence address.
4. The cover letter shall be mailed, certified mail return receipt requested, by Planning & Development and shall inform the adjacent property owner(s) of the proposed road name and/or numbering or renumbering of their business or residence address, if applicable. The adjacent property owners shall be given 30 days to either agree with the road name and addressing, or submit a petition available from Planning & Development, signed by at least 51% of the adjacent property owners, suggesting an alternate name. This alternate name must be approved by the Planning & Development Department, the Public Works Department, the Emergency Management Director and the Historical Museum Director, consistent with the guidelines outlined in section 8 below.

5. If no petition is received within 30 days, Planning & Development shall proceed to public hearing before the Board of Riley County Commissioners. If a valid petition is received and approved by the departments as outlined in Section 4 above, Planning & Development shall proceed to public hearing recommending the Board accept the alternate name proposed. If a valid petition is received but is not approved by the departments as outlined in Section 4 above, Planning & Development shall proceed to public hearing recommending the name submitted to the adjacent property owners.
6. Riley County Planning and Development shall publish notice of the public hearing in the official county newspaper and mail a copy of such published notice, by certified mail return receipt requested, to all adjacent property owners no later than fifteen (15) days prior to the public hearing.
7. The Board of Riley County Commissioners shall conduct the public hearing and shall take such public comment as the Board deems appropriate. At such hearing, the Board of Riley County Commissioners shall review the proposed resolution for naming the private road(s) and/or the numbering or renumbering of business or residence addresses. Such resolution shall include legal descriptions (if legal descriptions exist) of the applicable road(s), or a reasonable description of the course of the road(s). At the hearing the Board of Riley County Commissioners shall determine the name of any road and/or what numbering or renumbering of any address(es) shall be made. If the Board of Riley County Commissioners approves the name of any road and/or a number or renumbering change of any businesses or residence address, the Board shall pass a resolution to that effect. Riley County Planning and Development shall present that resolution for filing with the Riley County Register of Deeds.
8. Guidelines for road names shall be as follows:
 - a. Names historically used should be maintained unless there are compelling reasons to change, such as avoidance of a situation where the historical name is the same or similar to an existing road or street name on Riley County's "Area Street List" for 911 addressing, available for reference in the office of the Riley County Planning and Development Department.
 - b. Private roads should not be named for living persons unless there are specific and compelling reasons to do so.
 - c. Names should have some connection to the area being served to locate properties in an emergency, and to better connect with and preserve unique Riley County history. A suggested list of historical names is available for reference in the Riley County Planning and Development Department.
 - d. Names shall conform to the National Emergency Number (NENA) road naming and numbering standards.

9. Numbering or renumbering of business or residence addresses shall conform to the countywide addressing system and the National Emergency Association (NENA) road naming and numbering standards.
 10. After a road or street is named pursuant to this policy, the Riley County Public Works Department shall erect and maintain a sign in public right-of-way at the intersection between the private road and the nearest public road. Such sign shall identify the road and bear the added designation "Private Road".
 11. The naming of a private road, the numbering or renumbering of a business or residence address and the placement of a sign, all pursuant to this policy, shall in no way imply maintenance responsibility for the road on the part of Riley County or any other governmental entity.
 12. In the event there is a fork in a private road, Riley County may place a sign at the fork in the private road indicating the location of addresses, provided an agreement for sign installation and maintenance between Riley County and the landowner has been signed by both parties.
- B. Resolution No.081715-22, and any other resolutions in conflict herewith are hereby repealed and all previous name and number determinations of the Board of Riley County Commissioners made thereunder are hereby ratified.
- C. This Resolution shall be effective upon passage and publication in the official county newspaper.

ADOPTED this 13th day of March, 2017.

**BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS**



Ronald E. Wells, Chair



Marvin Rodriguez, Vice Chair



Ben Wilson, Member

ATTEST:


Rich Vargo, Riley County Clerk



GENERAL RULES OF ADDRESSING IN RILEY COUNTY

1. 800 addresses in a mile – evenly spread with an address every 6.6 feet. Odds on west and south sides of road; evens on east and north sides of road.
2. Roads that “meander” are addressed using the grid for the direction that most of the road travels i.e. McDowell Creek Road is mainly a N-S road but meanders E-W and is addressed using the N-S grid. Anderson Avenue is mainly E-W but travels straight N also. It is addressed using the E-W grid.
3. Roads that intersect are addressed using the opposite grid. i.e. an E-W road that intersects a N-S road cannot use the same addressing grid. Every private drive would then use the opposite grid of the main road it connects to.

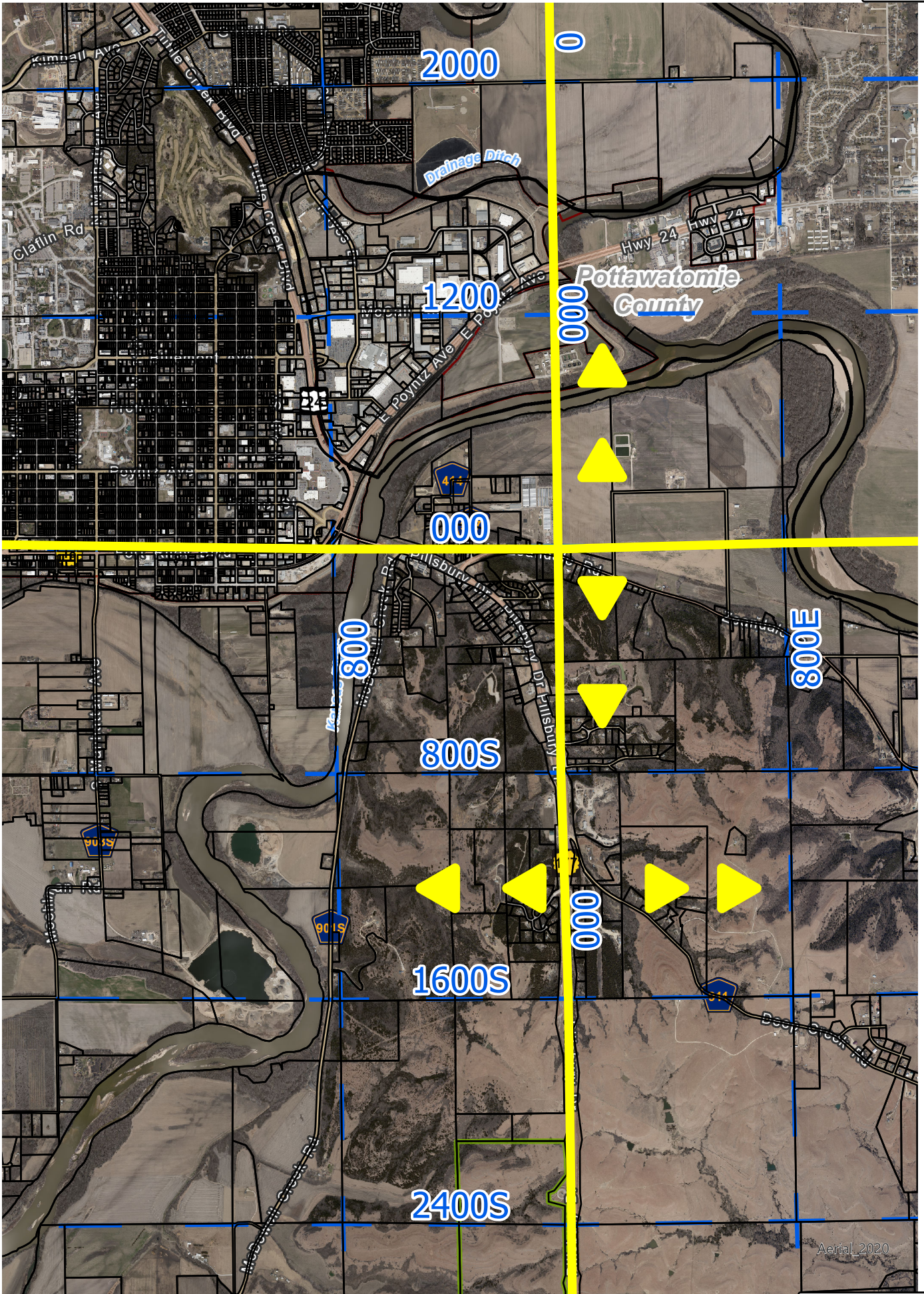


Private drives that fork from another private drive also use opposite grids (see example to the left. Hidden Valley Ln is mainly E-W so the N-S part is addressed using the E-W grid)

4. Previous individual address requests for new construction permits are:
 - A) house # to match the call letters of their private airplane
 - B) house # to equal the year the new house was built

These were both denied as they obviously did not fit into the addressing range of the street they were on.

5. By assigning addresses using our grid system and the correct side of the road, emergency response is quicker. Emergency responders only need to look on the even side of the road if looking for an even address and using the address range for each segment of road, they know where along a multi-mile long road to start looking for the address.



Attachment: ZeroLine (10576 : NG911 Addressing presentation)

Aerial_2020